

BILL NO. S-74-04-28

SPECIAL ORDINANCE NO. S- 74-74

AN ORDINANCE approving a Lease Agreement with
Haskell B. Schultz for off-street parking in the
1900 Block of South Calhoun Street

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. The Lease Agreement between the City of Fort Wayne,
by and through its Mayor and the Board of Public Works and HASKELL B.
SCHULTZ, for the following described property:


Lot Numbered 1 and the North 6" of Lot Numbered
2 in Williams Addition to the City of Fort Wayne,
Allen County, Indiana

for a cost of \$225.00 per month for a 10-year period, all as more particularly set
forth in said Lease which is on file in the Office of the Board of Public Works, and
is by reference incorporated herein and made a part hereof, is hereby in all
things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY


CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Zarus, and duly adopted, read the second time by title and referred to the Committee on Regulations (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-23-74 Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by V. Schmidt, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

AYES 7, NAYS 2, ABSTAINED _____, ABSENT _____ to-wit:

BURNS	_____	<u>X</u>	_____	_____
HINGA	<u>X</u>	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____
SCHMIDT, D.	_____	<u>X</u>	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____

DATE: 5-28-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 2-74-74 on the 28th day of May, 1974.

ATTEST: (SEAL) Samuel J. Talarico
Charles W. Westerman CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 1974, at the hour of 11:00 clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of May, 1974, at the hour of 3:30 o'clock P. M., E.S.T.

John A. Proff
MAYOR

Bill No. S-74-04-28

REPORT OF THE COMMITTEE ON REGULATIONS

We, your Committee on Regulations to whom was referred an Ordinance
Approving a Lease Agreement with Haskell B. Schultz for off-street
parking in the 1900 Block of South Calhoun Street.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance also PASS.

John Nuckols - Chairman

Vivian G. Schmidt - Vice-Chairman

William T. Hinga

Paul M. Burns

Donald J. Schmidt

John Nuckols
Vivian G. Schmidt
William T. Hinga

DATE 5-28-74 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THIS INSTRUMENT HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY ATTORNEYS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS, AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND SHOULD BE DONE BY AN ATTORNEY.

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between HASKELL B. SCHULTZ

(hereinafter called Lessor), and

THE CITY OF FORT WAYNE

(hereinafter called Lessee),

WITNESSETH:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of Fort Wayne, County of Allen and State of Indiana, to-wit:

Lot Numbered 1 and the North 6" of Lot Numbered 2 in Williams Addition to the City of Fort Wayne, Allen County, Indiana.

to have and to hold unto said Lessee for a term of ten (10) years beginning on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____; and in consideration therefore Lessee does agree to pay rental in the amount of \$ 27,000.00, payable in installments of \$ 225.00 per month, the first payment being due and payable on the _____ day of _____, 19____, and a like sum on the _____ day of each thereafter during the term of this lease, with interest at the rate of 8% per annum upon each installment after the same becomes due, and with attorney fees in the event of default. All sums due from Lessee hereunder shall be payable without relief from valuation or appraisal laws at _____, City of Fort Wayne, State of Indiana, or such other place as Lessor may designate in writing.

Use of Premises

Lessee does covenant and agree that said premises shall be used for the following purposes, and no other: City parking lot, and any other use which the City shall in its discretion deem necessary.

Lessee Accepts Premises

Lessee has examined said premises prior to and as a condition precedent to his acceptance and the execution hereof, and is satisfied with the physical condition thereof, and his taking possession thereof shall be conclusive evidence of his receipt thereof in good order and repair, except as otherwise specified hereon, and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not expressed or endorsed hereon; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by Lessor or his agent. No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this lease except upon written consent of Lessor.

Lessee to Maintain Premises

~~Lessee shall keep the said premises in a clean, sightly and healthful condition, and in good repair, except as hereinafter provided under "Covenants of Lessor", all at his own expense, and shall yield the same back to Lessor upon termination of the said lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire or by the elements, and reasonable wear and tear excepted.~~

Further Covenants of Lessee
it

Lessee does further covenant and agree that ~~he~~ will pay all bills and charges for water, sewage, gas, electric current, and heating costs, which may be assessed or charged against the occupant of said premises during said term or any extension thereof; that ~~he~~ will not use or occupy said premises for any unlawful purpose; that ~~he~~ will not use or permit the leased premises to be used in violation of any law, order or regulation of any governmental authority relating to the use or occupancy of said premises; that if any ~~use~~ ~~of~~ ~~the~~ ~~leased~~ ~~premises~~ ~~increases~~ ~~the~~ ~~insurance~~ ~~rates~~ ~~that~~ ~~he~~ ~~or~~ ~~his~~ ~~lessor~~ ~~will~~ ~~pay~~ ~~to~~ ~~lessor~~ ~~the~~ ~~amount~~ ~~of~~ ~~the~~ ~~increase~~ ~~in~~ ~~premium~~ ~~caused~~ ~~by~~ ~~such~~ ~~increase~~ ~~in~~ ~~rates~~ ~~that~~ ~~he~~ ~~or~~ ~~his~~ ~~lessor~~ ~~make~~ ~~no~~ ~~alterations~~ ~~or~~ ~~additions~~ ~~to~~ ~~or~~ ~~in~~ ~~or~~ ~~on~~ ~~the~~ ~~said~~ ~~premises~~ ~~without~~ ~~the~~ ~~written~~ ~~consent~~ ~~of~~ ~~said~~ ~~lessor~~; that ~~he~~ will permit said Lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition thereof; and that ~~he~~ will not assign this lease or underlet said premises, nor any part thereof, without the written consent of Lessor.

Covenants of Lessor

[illegible]

Remedies of Lessor

If said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefor, or if said Lessee, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this lease, on ~~the part of~~^{his} to be kept and performed, and such default is not cured within 30 days after written notice from Lessor setting forth the nature of such default, or if said Lessee shall be adjudged a bankrupt, or shall make an assignment for the benefit of creditors, or if the interest of said Lessee hereunder shall be sold under execution or other legal process, or if Lessee shall file a voluntary petition in bankruptcy, or shall be placed in the hands of a receiver, it shall be lawful for Lessor, his heirs or assigns without notice or process of law, to enter into said premises, and again have, repossess and enjoy the same as if this lease had not been made, and thereupon this lease and everything herein contained on the part of said Lessor to be done and performed shall cease, terminate and be utterly void, all at the election of Lessor, without prejudice, however, to the right of the Lessor to recover from said Lessee, or assigns, all rent due up to the time of such entry. In case of any such default and entry by Lessor, Lessor may relet said premises for the remainder of said term for the highest rent obtainable and may recover from Lessee any deficiency between the amount so obtained, and the rent hereinabove reserved. Failure on the part of Lessor to avail himself of any right, or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Lessee, ~~by~~^{his} heirs and assigns.

~~XXXXXX~~
~~XXXXXX~~

~~xxxxx In case any building on said premises, or any substantial part of said premises, without any fault or~~
~~neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for~~
~~occupancy, then this lease may be canceled or terminated by either party at their election, subject, however,~~
~~to the following:~~

Lessor May Mortgage Premises

The Lessor may at any time mortgage the demised premises, or any part thereof, and this lease shall be subordinate to the lien of any such mortgage; and Lessee agrees to execute any documents which may be required by any lending institution for the purpose of such a subordination; provided, however, that any such mortgagee shall be required to give notice of any default to Lessee and Lessee shall have the opportunity to correct any such default and to credit the same against all sums due and to become due under this lease, and to recover from Lessor the excess of such cost over said sums.

Notices

Any notice to be given under this lease shall be made ~~in person~~ by certified mail to Lessor at _____

_____, and to Lessee at _____,

or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

Additional Covenants

(1) The Lessee shall have the right to remove any buildings or other improvements presently existing on the leased premises.

(2) The lessee shall have the right to make improvements to the leased property. The lessee shall have sole discretion in determining the improvements to be made upon the leased property.

(3) All improvements to the property shall remain as a part of the leased premises, except those items which are deemed as fixtures and they shall remain the property of the City, with right of removal.

(4) Sixty days prior to the termination of this lease, lessee shall notify the lessor of his intent to renegotiate this lease.

This lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors and assigns of the parties to this lease.

CITY OF FORT WAYNE

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DIGEST SHEETTITLE OF ORDINANCE: Lease Agreement with Haskell B. Schultz*A-74-04-28*DEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: The City is desirous of providing off-street parking in the 1900 block of South Calhoun. This will be metered parking.See attached proposed lease to be executed upon approval of CouncilEFFECT OF PASSAGE: More off-street parking on South Calhoun.EFFECT OF NON-PASSAGE: Set back to off-street parking program.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

\$225.00 per month expense to Parking Administration Fund for 10-year period.

ASSIGNED TO COMMITTEE (J.N.):

Regulation